



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, MNSD, LRE, FF, O

Introduction

This was a hearing with respect to the tenant's application to cancel a Notice to End Tenancy and for a monetary award. The hearing was conducted by conference call. The tenant and the landlords called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for unpaid rent be cancelled?
Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The tenant applied for compensation due to problems with the condition of the rental unit. She later amended her application to dispute a 10 day Notice to End Tenancy for unpaid rent served by the landlord, however at the time of the hearing the tenant advised me that she has moved out of the rental unit and will have it cleaned and vacant at the end of the day. The landlord requested an order for possession at the hearing. During the hearing the tenant and the landlords were given an opportunity to discuss the prospects for a settlement of the tenants claims raised in the application for dispute resolution and all other matters relating to the tenancy including any claims that have been or may be brought by the landlords. As a result of those discussions the parties arrived at an agreement to resolve all matters relating to the tenancy.

The parties agreed that the landlords will pay the tenant the sum of \$2,500.00 plus her security deposit in the amount of \$275.00 and the landlords will also abandon any claims they may have for unpaid rent. The tenant agreed that she will vacate the rental unit and that the landlords may have an order for possession of the rental unit.

The parties agreed that the tenant will meet the landlord's agent at the rental unit on March 1, 2014 and take part in a move out inspection of the rental unit. The landlord agreed that he will arrange to have a cheque in the amount of \$2,775.00 available for the tenant to pick up at an agreed location by noon on March 3, 2014. The tenant and the landlords agreed that the terms of this settlement would be recorded in the form of a binding and enforceable written decision and orders.

Conclusion

The tenant and the landlords have agreed that agreement stated above constitutes a final and binding settlement of all matters related to the tenancy and neither party will make any further claim or commence any proceeding with respect to the tenancy.

Pursuant to the agreement of the parties I grant the landlord an order for possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

Pursuant to the agreement of the parties I grant the tenant an order under section 67 of the *Residential Tenancy Act* in the amount of \$2,775.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 28, 2014

Residential Tenancy Branch

